

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made this 1ST day of MAY, 2006, by , Briggs Village, LLC ("BVLLC"), the fee title owner of the real property described below, in favor of the State of Washington Department of Ecology ("Ecology").

The Properties that are the subject of this Restrictive Covenant are the subject of remedial action under the Washington Model Toxics Control Act ("MTCA"), chapter 70.105D RCW. This Restrictive Covenant is required by RCW 70.105D.030(1)(g), WAC 173-340-430, and WAC 173-340-440, because the portions of the Site subject to this Covenant exceed Ecology's residential cleanup standards.

This covenant shall pertain to the premises described in Exhibit A to this Covenant ("the Properties"). BVLLC makes the following declarations as to limitations, restrictions, and uses to which the Properties may be put, and specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Properties. No conveyance of title, easement, lease, or other interest in the Properties shall be consummated by the Properties owner without adequate and complete provision for the continued observation of this Restrictive Covenant.

It is the purpose of this instrument to give Ecology the right to ensure that the Properties will be used consistent with the restrictions stated herein and in a manner that will not pose a threat to human health or the environment. It is the further purpose of this instrument to give Ecology the right to determine whether and to what extent the deed restrictions set forth below may be removed from all of any portion of the Properties.

The following covenants, conditions, and restrictions apply to the use, occupancy, and maintenance of the Properties. They are intended to run with the land, and be binding on and its successors and assigns.

Section 1. Limitations, Restrictions and Uses.

1.a The Properties shall not be developed or used for any industrial, commercial, or residential activity. The Properties shall be set aside as open space and preserved in their natural state. Any other human activity within the Properties is prohibited unless expressly approved in writing by Ecology.

1.b Public access to the Properties shall be prohibited. The Properties shall be fenced off from surrounding properties to prevent access and signs shall be posted in accordance with Exhibit B to this Covenant.

1.c The grantor shall be responsible for installing the signage and fencing as described in Exhibit B to this Covenant. The signage and fencing shall be permanently maintained by the grantor, heirs, successors, and assigns.

Section 2. Government Access. The owner shall allow authorized representatives of Ecology, or of a successor agency, the right to enter the Site at reasonable times for the purpose of:

- a. monitoring and enforcing this Restrictive Covenant;
- b. verifying data or information submitted to Ecology;

- c. monitoring future investigations or cleanup actions, if any, on the Properties, performed in connection with a request for modification or termination of deed restrictions, including, without limitation, obtaining split or duplicate samples.

Section 3. Modification or Termination. BVLLC or its successors and assigns reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit the use of the Properties or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology or of a successor agency. Ecology or its successor may consent to the recording of such an instrument only after public notice and comment. Any application to modify this restriction shall be submitted to Ecology and shall include soil sampling and/or analytical data for the real property with respect to which the application is made, and a description of the use of the real property that is planned by the applicant. In making any determination to modify or terminate the deed restrictions with respect to the Properties, Ecology shall rely on applicable provisions of MTCA and the regulations promulgated thereunder.

Section 4. Reserved Rights. BVLLC reserves unto itself and its successors and assigns all rights and privileges in and to the use of the Properties that are not incompatible with the restrictions and rights granted herein.

Section 5. No Public Access and Use. No right of access or use by the general public to any portion of the Properties is conveyed by this instrument.

Section 6. Notice Requirement. BVLLC and its successors and assigns agree to include in any instrument conveying any interest in any portion of the Properties, including, but not limited to, deeds, leases, and mortgages, a notice in substantially the following form.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A RESTRICTIVE COVENANT, DATED _____, RECORDED IN THE PUBLIC LAND RECORDS ON _____ IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF WASHINGTON.

Within thirty (30) days of the date that any instrument conveying a fee title interest in the Site is executed, the grantor must provide Ecology with a certified true copy of the instrument and, if it has been recorded in the public land records, its recording reference.

Section 7. Enforcement. Ecology shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including chapter 70.105D RCW. Enforcement of the terms of this instrument shall be at the discretion of Ecology, and any forbearance, delay, or omission to exercise its rights under this instrument in the event of a breach of any term thereof shall not be deemed to be a waiver by Ecology of such term or of any subsequent breach of the same or any other term, or of any rights of Ecology under this instrument.

Section 8. Waiver of Certain Defenses. BVLLC hereby waives any defense of laches, estoppel, or prescription.

Section 9. Covenants. BVLLC hereby covenants to Ecology that is the fee simple owner of the Properties.

Section 10. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and shall be

addressed and personally delivered or sent by first-class mail, postage prepaid, addressed as follows:

Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47600
Olympia, WA 98504-7775

Joseph T. Amoroso
Briggs Village, LLC

5-1-06
Date Signed

By: JOSEPH T. AMOROSO
VICE PRESIDENT

Its: ADC REAL ESTATE GROUP, LTD.

STAT OF CALIFORNIA)
) SS.
County of VENTURA

On this day personally appeared before me JOSEPH T. AMOROSO
Known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that he signed the same as
his free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and official seal this 1st day of MAY
2006.



Billie H. Trop
Print Name BILLIE H. TROP
NOTARY PUBLIC in and for the State of
California, residing at MOORPARK CA
Commission expires: 12-15-09

EXHIBIT B

A. FENCING

Cyclone fencing shall be placed around the outermost perimeter of each property identified in Exhibit A. The fences shall be a minimum of six feet in height. The fencing shall be constructed and maintained in a manner that will prevent public access to the property within the fence perimeter.

B. SIGNAGE

Signs shall be installed and maintained in accordance with the following parameters:

- a. The signs shall be located within the perimeter of the fence in a location that makes them readable from outside the fence, but no farther than three (3) feet from the perimeter;
- b. The signs shall be placed at a minimum of fifty (50) foot intervals around the perimeter of the fence;
- c. The signs shall be posted in a manner that secures them from the normal effects of the weather;
- d. The signs shall be a minimum of eight and one-half (8 ½) by eleven (11) inches in size;
- e. The signs shall be made of a durable weather resistant material;
- f. The colors used for the signboard shall be yellow, or orange; and
- g. Lettering should be in bold, black type with the following information (minimum text height):

WARNING (2 inches)
NO TRESSPASSING (1 inch)
(all other text 0.5 inch)
By order of
WA DEPARTMENT OF ECOLOGY
TOXICS CLEANUP PROGRAM
(360) 407-6300